



# **DELIVERY ORDER (DO) #14**

**DO #14 Contract: 47QFCA21F0100**

**IDIQ Contract: 47QFCA20D0004**

**Modification 04**

## **IST PULSE PLATFORM**

**in support of:**

### **1st Special Forces Command (Airborne) (1st SFC (A))**

**Issued to:  
IST Research Corp.**

**Small Business Innovation and Research (SBIR) Phase III  
Conducted under Federal Acquisition Regulation (FAR) 15, 16.505 and 6.302-5**

**Issued by:  
The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405**

**September 30, 2021**

**FEDSIM Project Number 47QFCA21Z1088**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 GENERAL**

The work shall be performed in accordance with all Sections of Delivery Order (DO) #14 47QFCA21F0100 and the contractor’s Base Contract 47QFCA20D0004, under which DO #14 is placed. This is a Small Business Innovation Research (SBIR) Phase III order against a SBIR Phase III Indefinite Delivery Indefinite Quantity (IDIQ) contract, under which all work performed shall extend from previously awarded SBIR Phase I or II contracts to IST Research Corporation (IST).

**B.2 ORDER TYPES**

The contractor shall perform the effort required by DO #14 on a FFP basis for CLINs x001, x002, x005, x006, and x007. The contractor shall perform the effort required by DO #14 on a Cost-Reimbursement (CR) Not-to-Exceed (NTE) basis for CLINs x008 and x009.

**B.3 SERVICES AND PRICES/COSTS**

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
FFP	Firm-Fixed-Price
SLIN	Sub Line Item Number
NTE	Not-to-Exceed
QTY	Quantity

**B.3.1 BASE PERIOD: DO #14 – MANDATORY FFP CLINs**

CLIN	SLIN	DESCRIPTION	Quantity	Unit	FFP Per Unit	Total
0001		<b>PULSE PLATFORM KITS</b>				
	0001a	Pulse Global Deployment Kit (GDK)	-	EA	-	-
	0001b	Pulse GDK Software Refresh <i>(Task 1, C.3.1.1)</i>	(b) (4)	EA	(b) (4)	\$217,350
	0001c	Pulse Tactical Information Warfare Kit <i>(Task 2, C.3.1.2)</i>	(b) (4)	EA	(b) (4)	\$1,125,510
	0001d	Pulse Cloud Connected Kit	-	EA	-	-
0002		<b>PULSE SOFTWARE</b>				
	0002a	Pulse Cloud System Customer Hosted - Population Engagement	-	EA	-	-

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	0002b	Pulse Cloud System IST Hosted - Population Engagement	-	EA	-	-
	0002c	Pulse Cloud IST Research Hosted- -Online Content Discovery	-	EA	-	-
	0002d	Pulse Cloud System IST Hosted – Complete <i>(Task 3, C.3.2.1)</i>	(b) (4)	EA	(b) (4)	\$281,377
0003		<b>ADD ON PULSE GATEWAY DEVICE</b>	-	EA	-	-
0005		<b>PULSE STORAGE AND PROCESSING</b>				
	0005a	Pulse Data Collection Expanded Repository (1 lot= 1.3 terabytes (TB) for 12 months) <i>(Task 4, C.3.3.1)</i>	(b) (4)	EA	(b) (4)	\$262,256
	0005b	Pulse Data collection Expanded Repository--Temporary (1 Lot= 1.3 TB by month)		EA		-
	0005c	Pulse Historic Data Collections (1 Lot= 1 million documents)		EA		-
	0005d	Pulse page rendering <i>(Task 5, C.3.3.2)</i>		EA		\$218,544
	0005e	Pulse page rendering - additional document		EA		-
	0005f	Pulse additional data processing <i>(Task 6, C.3.3.3)</i>		EA		\$130,800
	0005g	Pulse additional transactions		EA		-
0006		<b>Reports</b>				
	0006a	In-depth report	(b) (4)	EA	(b) (4)	-
	0006b	Quick look report <i>(Task 7, C.3.4.1)</i>		EA		\$20,489
0007		<b>SUPPORT</b>				
	0007a	Full Service Technical Support (6 months)	(b) (4)	EA		-
	0007b	Full Service Technical Support (12 months)		EA		\$1,956,332

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		<i>(Task 8, C.3.5.1)</i>				
	0007c	Project Management <i>(Task 9, C.3.5.2)</i>	(b) (4)	EA	(b) (4)	\$93,158
	0007d	Remote Technical Support <i>(Task 10, C.3.5.3)</i>		EA		\$63,860
	0007e	Pulse Training for Government users (four day course)		EA		-
	0007f	Customized Analytical Support <i>(Task 11, C.3.5.4)</i>		EA		\$226,632
<b>Total</b>						\$4,596,308

**NTE COST REIMBURSEMENT Other Direct Cost (ODC) CLIN:**

CLIN	Description	Total
0008	ODCs	\$1,207,730

**NTE COST REIMBURSEMENT TRAVEL CLIN:**

CLIN	Description	Total
0009	Long Distance Travel	\$52,058

**TOTAL BASE PERIOD CLINs:**

**\$5,856,096**

**B.3.2 OPTION PERIOD 1: DO #14 – MANDATORY FFP CLINs**

CLIN	SLIN	DESCRIPTION	Quantity	Unit	FFP Per Unit	Total
1001		<b>PULSE PLATFORM KITS</b>				
	1001a	Pulse Global Deployment Kit (GDK)	(b) (4)	EA	(b) (4)	\$434,730
	1001b	Pulse GDK Software Refresh <i>(Task 1, C.3.1.1)</i>		EA		\$335,805
	1001c	Pulse Tactical Information Warfare Kit		EA		-
	1001d	Pulse Cloud Connected Kit		EA		-
1002		<b>PULSE SOFTWARE</b>				
	1002a	Pulse Cloud System Customer Hosted - Population Engagement	-	EA	-	-
	1002b	Pulse Cloud System IST Hosted - Population Engagement	-	EA	-	-

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	1002c	Pulse Cloud IST Research Hosted- -Online Content Discovery	(b) (4)	EA	(b) (4)	-
	1002d	Pulse Cloud System IST Hosted – Complete <i>(Task 3, C.3.2.1)</i>	(b) (4)	EA	(b) (4)	\$289,819
1003		<b>ADD ON PULSE GATEWAY DEVICE</b>	-	EA	-	-
1005		<b>PULSE STORAGE AND PROCESSING</b>				
	1005a	Pulse Data Collection Expanded Repository (1 lot= 1.3 terabytes (TB) for 12 months) <i>(Task 4 , C.3.3.1)</i>	(b) (4)	EA	(b) (4)	\$337,655
	1005b	Pulse Data collection Expanded Repository--Temporary (1 Lot= 1.3 TB by month)	(b) (4)	EA	(b) (4)	-
	1005c	Pulse Historic Data Collections (1 Lot= 1 million documents)	(b) (4)	EA	(b) (4)	-
	1005d	Pulse page rendering <i>(Task 5, C.3.3.2)</i>	(b) (4)	EA	(b) (4)	\$281,375
	1005e	Pulse page rendering - additional document	(b) (4)	EA	(b) (4)	-
	1005f	Pulse additional data processing <i>(Task 6, C.3.3.3)</i>	(b) (4)	EA	(b) (4)	\$168,000
	1005g	Pulse additional transactions	(b) (4)	EA	(b) (4)	-
1006		<b>Reports</b>				
	1006a	In-depth report	(b) (4)	EA	(b) (4)	-
	1006b	Quick look report <i>(Task 7, C.3.4.1)</i>	(b) (4)	EA	(b) (4)	\$21,103
1007		<b>SUPPORT</b>				
	1007a	Full Service Technical Support (6 months)	(b) (4)	EA	(b) (4)	-
	1007b	Full Service Technical Support (12 months) <i>(Task 8, C.3.5.1)</i>	(b) (4)	EA	(b) (4)	\$2,590,740
	1007c	Project Management <i>(Task 9, C.3.5.2)</i>	(b) (4)	EA	(b) (4)	\$95,953

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	1007d	Remote Technical Support <i>(Task 10, C.3.5.3)</i>	(b) (4)	EA	(b) (4)	\$78,936
	1007e	Pulse Training for Government users (four day course)	(b) (4)	EA	(b) (4)	-
	1007f	Customized Analytical Support <i>(Task 11, C.3.5.4)</i>	(b) (4)	EA	(b) (4)	\$233,431
<b>Total</b>						\$4,867,547

**NTE COST REIMBURSEMENT Other Direct Cost (ODC) CLIN:**

CLIN	Description	Total
1008	ODCs	\$3,994,460

**NTE COST REIMBURSEMENT TRAVEL CLIN:**

CLIN	Description	Total
1009	Long Distance Travel	\$58,437

**TOTAL OPTION PERIOD 1 CLINs:**

**\$8,920,444**

**B.3.3 OPTION PERIOD 2: DO #14 – MANDATORY FFP CLINs**

CLIN	SLIN	DESCRIPTION	Quantity	Unit	FFP Per Unit	Total
2001		<b>PULSE PLATFORM KITS</b>				
	2001a	Pulse Global Deployment Kit (GDK)	(b) (4)	EA	(b) (4)	(b) (4)
	2001b	Pulse GDK Software Refresh <i>(Task 1, C.3.1.1)</i>	(b) (4)	EA		
	2001c	Pulse Tactical Information Warfare Kit	(b) (4)	EA		
	2001d	Pulse Cloud Connected Kit	(b) (4)	EA		
2002		<b>PULSE SOFTWARE</b>				
	2002a	Pulse Cloud System Customer Hosted - Population Engagement	-	EA	-	-
	2002b	Pulse Cloud System IST Hosted - Population Engagement	-	EA	-	-
	2002c	Pulse Cloud IST Research Hosted- -Online Content Discovery	-	EA	-	-

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	2002d	Pulse Cloud System IST Hosted – Complete <i>(Task 3, C.3.2.1)</i>	(b) (4)	EA	(b) (4)	
2003		<b>ADD ON PULSE GATEWAY DEVICE</b>	-	EA	-	-
2005		<b>PULSE STORAGE AND PROCESSING</b>				
	2005a	Pulse Data Collection Expanded Repository (1 lot= 1.3 terabytes (TB) for 12 months) <i>(Task 4, C.3.3.1)</i>	(b) (4)	EA	(b) (4)	(b) (4)
	2005b	Pulse Data collection Expanded Repository--Temporary (1 Lot= 1.3 TB by month)		EA		
	2005c	Pulse Historic Data Collections (1 Lot= 1 million documents)		EA		
	2005d	Pulse page rendering <i>(Task 5, C.3.3.2)</i>		EA		
	2005e	Pulse page rendering - additional document		EA		
	2005f	Pulse additional data processing <i>(Task 6, C.3.3.3)</i>		EA		
	2005g	Pulse additional transactions		EA		
2006		<b>Reports</b>				
	2006a	In-depth report	(b) (4)	EA	(b) (4)	(b) (4)
	2006b	Quick look report <i>(Task 7, C.3.4.1)</i>		EA	(b) (4)	(b) (4)
2007		<b>SUPPORT</b>				
	2007a	Full Service Technical Support (6 months)		EA	(b) (4)	(b) (4)
	2007b	Full Service Technical Support (12 months) <i>(Task 8, C.3.5.1)</i>		EA	(b) (4)	(b) (4)
	2007c	Project Management <i>(Task 9, C.3.5.2)</i>		EA		
	2007d	Remote Technical Support <i>(Task 10, C.3.5.3)</i>		EA		

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	2007e	Pulse Training for Government users (four day course)	-	EA	-	-
	2007f	Customized Analytical Support <i>(Task 11, C.3.5.4)</i>	1	EA	(b) (4)	(b) (4)
<b>Total</b>						(b) (4)

**NTE COST REIMBURSEMENT Other Direct Cost (ODC) CLIN:**

CLIN	Description	Total
2008	ODCs	-

**NTE COST REIMBURSEMENT TRAVEL CLIN:**

CLIN	Description	Total
2009	Long Distance Travel	(b) (4)

**TOTAL OPTION PERIOD 2 CLINs:**

(b) (4)

**GRAND TOTAL ALL PERIODS:**

\$16,539,686

## **C.1 BACKGROUND**

IST delivers decision support innovation to the edge—defined as those high-risk, low-stability environments where communication and data flow may be limited—to address complex global issues using the Pulse platform.

Pulse integrates technology and methodology to enable rapid, dynamic, and mission-focused engagement with indigenous communities on the edge by combining content discovery and social listening capabilities (CDSL) with population engagement (PE) techniques. CDSL uses social media application program interfaces and web crawlers to obtain publicly available information (PAI) that matches specific criteria across the open, deep, and dark web, whereas the PE capability of Pulse allows for the systematic delivery of high-volume SMS messages to pre-loaded contacts or via opt-in methods using smartphones loaded with Pulse software components. Phones programmed with the appropriate applications can operate as Pulse Gateway Devices, and content can be delivered to these Gateways through short connections to the internet. Once content has been received, the Gateways can manage thousands of communication threads across the cellular network without further internet connection.

Data collected through CDSL and PE approaches—during and following the completion of a campaign—is consolidated into a single, consistent structure and then displayed through user-defined visualizations. The design and structure of Pulse helps operators, analysts, and leaders establish a timely picture of the information environment and develop informed decisions on complex and rapidly evolving global issues. Pulse has been demonstrated successfully in support of Psychological Operations (PSYOP) elements.

### **C.1.1 PURPOSE**

The purpose of DO #14 is to obtain the IST Pulse Platform, Pulse Cloud Software, analytical reports, additional storage and data processing, and supplemental technical support services through the award of a Small Business Innovative Research (SBIR) Phase III DO against the GSA FEDSIM IST SBIR III Indefinite Delivery Indefinite Quantity (IDIQ) contract number 47QFCA20D0004.

### **C.1.2 AGENCY MISSION**

1st SFC (A) organizes, equips, trains, validates, and deploys forces to conduct special operations across the spectrum of conflict, in support of U.S. Special Operations Command, regional commanders, American ambassadors, and other governmental agencies through an indigenous approach, precision targeting operations, crisis response, and developing understanding and wielding influence.

## **C.2 SCOPE**

The following organization shall receive IST's Pulse Platform and technical support services under DO #14:

- 1st SFC (A)
  - 4th Psychological Operations Group (Airborne) (4th POG(A))
  - 8th Psychological Operations Group (Airborne) (8th POG(A))
  - 95th Civil Affairs Brigade (Airborne) (95th Civil Affairs BDE (SO)(A))
  - 1st Special Forces Group (Airborne) (1st SFG(A))

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

- 3rd Special Forces Group (Airborne) (3rd SFG(A))
- 5th Special Forces Group (Airborne) (5th SFG(A))
- 7th Special Forces Group (Airborne) (7th SFG(A))
- 10th Special Forces Group (Airborne) (10th SFG(A))

### **C.3 TASKS**

#### **C.3.1 Pulse Platform Kits (CLIN x001)**

##### **C.3.1.1 TASK 1: Pulse GDK Software Refresh**

**(SLIN 0001b, QTY 10)**

**(SLIN 1001b, QTY 15)**

**(SLIN 2001b, QTY 14)**

C.3.1.1.1 IST will conduct a software refresh to existing GDKs. The software refresh will ensure units have the most current version of Pulse and the system is tuned for execution.

C.3.1.1.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 04**):

- Upgraded software on Pulse systems at month 13 or month 25 of the contract
- Two days of Pulse training

##### **C.3.1.2 TASK 2: Pulse Tactical Information Warfare Kit (TIWK)**

**(SLIN 0001c, QTY 10)**

C.3.1.2.1 The contractor will deliver a Pulse GDK, enhanced with additional software on Android phones as well as a laptop capable of employing and controlling the TWIK disruption capability.

C.3.1.2.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 05**):

- Pulse GDK System with TIWK software
- Three days of Pulse training

##### **C.3.1.3 TASK 12: Pulse Global Deployment Kit (GDK)**

**(SLIN 1001a, QTY 5)**

C.3.1.3.1 On demand, the contractor will deliver a Pulse Globally Deployable Kit (GDK) containing one laptop, twelve Android smartphones loaded with the Pulse SMS relayer software, one portable Wi-Fi router, two 6-port USB charging hubs, one Wi-Fi enabled satellite transceiver with 1GB pre-paid service for one year and associated accessories. Equipment will be delivered in military-grade ruggedized transit cases.

C.3.1.3.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 16**):

- Pulse GDK System:
  - One Laptop
  - Twelve Android smartphones w/ SMS relayer software
  - One Portable Wi-Fi router
  - Two 6-port USB charging hubs
  - One Wi-Fi enabled satellite transceiver w/ 1 GB pre-paid service for 1 year
  - Ruggedized transit case (military grade)

- Two Days Pulse Training”

### **C.3.2 Pulse Software (CLIN x002)**

#### **C.3.2.1 TASK 3: Pulse Cloud System IST Research Hosted – Complete**

(SLIN 0002d, QTY 1)

(SLIN 1002d, QTY 1)

(SLIN 2002d, QTY 1)

C.3.2.1.1 The contractor shall provide the Pulse System Complete, which includes PE and CDSL capabilities. It also includes processing and storage for 25 million documents per month with persistent storage for twelve months as well as one million active transactions.

C.3.2.1.2 The contractor shall provide (**Section F, Deliverable 06**):

- Pulse instance with PE and CDSL software
- Storage for 25 million documents per month for twelve months
- One million transactions
- Four days of Pulse training

### **C.3.3 Pulse Storage And Processing (CLIN x005)**

#### **C.3.3.1 TASK 4: Pulse Data Collection Expanded Repository**

(SLIN 0005a, QTY 4)

(SLIN 1005a, QTY 5)

(SLIN 2005a, QTY 4)

C.3.3.1.1 As requested, the contractor will increase the size of the storage of documents by an additional 1.3 TBs for twelve months. This is additive to one of the cloud solutions.

C.3.3.1.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 07**):

- Additional 1.3 TBs of storage for twelve months

#### **C.3.3.2 TASK 5: Pulse Page Rendering**

(SLIN 0005d, QTY 4)

(SLIN 1005d, QTY 5)

(SLIN 2005d, QTY 4)

C.3.3.2.1 As requested, the contractor will provide full image rendering of 25 million collected web documents in the Pulse system.

C.3.3.2.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 08**):

- Full image rendering of 25 million collected web documents in the Pulse system

#### **C.3.3.3 TASK 6: Additional Data Processing**

(SLIN 0005f, QTY 1200)

(SLIN 1005f, QTY 1500)

(SLIN 2005f, QTY 1200)

C.3.3.3.1 On demand, the contractor will provide additional data processing and storage for up to one million documents per month for use with the CDSL software.

C.3.3.3.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 09**):

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

- Data processing and storage for up to one million documents per month

### **C.3.4 Analytical Reports (CLIN x006)**

#### **C.3.4.1 TASK 7: Quick Look Report**

(SLIN 0006b, QTY 1)

(SLIN 1006b, QTY 1)

(SLIN 2006b, QTY 1)

C.3.4.1.1 The contractor will conduct a two week rapid analysis of subject matter. Analysis will be prepared in a written report.

C.3.4.1.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 10**):

- A written report in MS Powerpoint, Word, or Adobe format

### **C.3.5 IST Support (CLIN x007)**

#### **C.3.5.1 TASK 8: Full-Service Support for 12 months**

(SLIN 0007b, QTY 7)

(SLIN 1007b, QTY 9)

(SLIN 2007b, QTY 8)

C.3.5.1.1 Dedicated operational and analytic support services (one FTE for twelve months).

C.3.5.1.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 11**):

- Direct FTE Support: One FTE for 12 months

#### **C.3.5.2 TASK 9: Project Management**

(SLIN 0007c, QTY 1)

(SLIN 1007c, QTY 1)

(SLIN 2007c, QTY 1)

C.3.5.2.1 The contractor shall provide dedicated project management or senior Subject Matter Expert (SME) support to a project.

C.3.5.2.2 The contractor shall provide:

- Kick Off Meeting (**Section F, Deliverable 01**)
- Project Plan (**Section F, Deliverable 02**)
- Monthly Status Report (**Section F, Deliverable 03**)
- Project management support (**Section F, Deliverable 12**):
  - Participation in kick off meetings
  - Travel plans and logistics (included in monthly status report) as required
  - Technical support plan as required
  - Project plan
  - Monthly status and financial reports
  - Final and after-action reports

**C.3.5.3 TASK 10: Remote Technical Support**

**(SLIN 0007d, QTY 10)**

**(SLIN 1007d, QTY 12)**

**(SLIN 2007d, QTY 12)**

C.3.5.3.1 The contractor will remotely configure and enable virtual SMS aggregators in the Pulse platform to support messaging requirements and include 25,000 prepaid virtual messages.

C.3.5.3.2 For each unit ordered the contractor shall provide (**Section F, Deliverable 13**):

- On-call remote technical support with a four hour response time
- Virtual aggregator channel(s) identified and implemented in Pulse
- 25,000 virtual SMS
- Technical support to messaging operations

**C.3.5.4 TASK 11: Customized Information Operations (IO)/Analytical and Engineering Support**

**(SLIN 0007f, QTY 1)**

**(SLIN 1007f, QTY 1)**

**(SLIN 2007f, QTY 1)**

C.3.5.4.1 Support will be tailored to the IO operational requirements as a proof of concept or pilot project to help organizations determine what components of Pulse are right for them. This includes access to the Pulse platform and integrated messaging support. The contractor will also provide focused and customized IO, training, engineering, analytical, or data science support to meet the needs of the requirements stated in the DO.

C.3.5.4.2 The contractor shall provide (**Section F, Deliverable 14**):

- Five accounts to a Pulse sub-organization
- One 3-day training package
- 25,000 virtual SMS
- FTE Support (analytic, planning, and data science support)
- Enterprise license to Pulse Focus with 12-month historical mobile geolocation data
- Enterprise license for Pulse Connect with 15,000 credits

SECTION D - PACKAGING AND MARKING

**D.1 RESERVED**

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under DO #14 will be performed by the DO Contracting Officer's Representative (COR).

### **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to DO requirements by the COR and designated Technical Point of Contact (TPOC). Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the DO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the DO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the deliverable is adequate, the Government may accept it or provide comments for incorporation.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within DO #14, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable version, the contractor shall arrange a meeting with the COR.

### **E.4 DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The FEDSIM Contracting Officer (CO) or DO COR will provide written notification of acceptance or rejection of all deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the DO COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of DO #14, the Government will withhold the fixed price until the non-conforming products or services are remediated.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The period of performance for DO #14 is 36 months from the date of award with one, 12-month Base Period and two Option Periods.

Base Period: September 30, 2021 - September 29, 2022  
Option Period 1: September 30, 2022 - September 29, 2023  
Option Period 2: September 30, 2023 - September 29, 2024

### F.2 PLACE OF PERFORMANCE

Place of Performance will primarily be at:

- Contractor's facility in Fredericksburg, Virginia;
- CONUS and OCONUS travel as required and given per technical direction.

### F.3 DELIVERY ORDER (DO) SCHEDULE AND MILESTONE DATES

The following table contains deliverables required under the Base Contract. Individual DOs may have additional deliverables and terms and conditions. The following abbreviations are used in this schedule:

DEL: Deliverable

NLT: No Later Than

DOA: Delivery Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

SBIR: Rights in Data –DFARS 252.227-7018 Deviation 2020-O0007

UR: Unlimited Rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

<b>DO #14 DELIVERABLES</b>					
<b>DEL #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN / SLIN</b>	<b>DO REFER ENCE</b>	<b>DATE OF COMPLETION/ DELIVERY</b>	<b>GOV'T RIGHTS</b>
01	Kick Off Meeting	x007c	C.3.5.2.2	NLT 10 workdays after DOA	N/A
02	Project Plan	x007c	C.3.5.2.2	NLT 30 day after contract DOA	UR
03	Monthly Status Report	x007c	C.3.5.2.2	NLT 15th of each month	UR

SECTION F – DELIVERIES OR PERFORMANCE

04	<p>Pulse GDK Software Refresh (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Upgraded software on Pulse systems at month 13 or month 25 of the contract</li> <li>● Two days of Pulse training</li> </ul>	x001b	C.3.1.1.2	As required	SBIR
05	<p>Pulse TIWK (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Pulse GDK System with TIWK software</li> <li>● Three days of Pulse training</li> </ul>	0001c	C.3.1.2.2	As required	SBIR
06	<p>Pulse Cloud System IST Research Hosted – Complete (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Pulse instance with PE and CDSL software</li> <li>● Storage for 25 million documents per month for twelve months</li> <li>● One million transactions</li> <li>● Four days of Pulse training</li> </ul>	x002d	C.3.2.1.2	As required	SBIR
07	<p>Pulse Data Collection Expanded Repository (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Additional 1.3 TBs of storage for twelve months</li> </ul>	x005a	C.3.3.1.2	As required	SBIR
08	<p>Pulse Page Rendering (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Full image rendering of 25 million collected web documents in the Pulse system</li> </ul>	x005d	C.3.3.2.2	As required	SBIR
09	<p>Additional Data Processing (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Data processing and storage for up to one million documents per month</li> </ul>	x005f	C.3.3.3.2	As required	SBIR
10	<p>Quick Look Report (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Written report in MS Powerpoint, Word, or Adobe format.</li> </ul>	x006b	C.3.4.1.2	As required	UR
11	<p>Full-Service Support (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Direct FTE Support (One FTE for 12 months)</li> </ul>	x007b	C.3.5.1.2	As required	SBIR

SECTION F – DELIVERIES OR PERFORMANCE

12	<p>Project Management (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Project management support</li> <li>● Participation in kick off meetings</li> <li>● Travel plans and logistics (included in monthly status report)</li> <li>● Technical support plan</li> <li>● Project plan</li> <li>● Monthly status and financial reports</li> <li>● Final and after-action reports</li> </ul>	x007c	C.3.5.2.2	As required	SBIR
13	<p>Remote Technical Support (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● On-call remote technical support with a four hour response time</li> <li>● Virtual aggregator channel(s) identified and implemented in Pulse</li> <li>● 25,000 virtual SMS</li> <li>● Technical support to messaging operations</li> </ul>	x007d	C.3.5.3.2	As required	SBIR
14	<p>Customized IO/Analytical and Engineering Support (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● Five accounts to a Pulse sub-organization</li> <li>● One 3-day training package</li> <li>● 25,000 virtual SMS</li> <li>● FTE Support (analytic, planning, and data science support)</li> </ul>	x007f	C.3.5.4.2	As required	SBIR
15	Public Release	N/A	F.4	See F.4	N/A
16	<p>Pulse GDK (See Section C for quantities)</p> <ul style="list-style-type: none"> <li>● One Laptop</li> <li>● Twelve Android smartphones w/ SMS relay software</li> <li>● One Portable Wi-Fi router</li> <li>● Two 6-port USB charging hubs</li> <li>● One Wi-Fi enabled satellite transceiver w/ 1 GB pre-paid service for 1 year</li> </ul>	x001a	C.3.1.3.2	As required	SBIR

SECTION F – DELIVERIES OR PERFORMANCE

<ul style="list-style-type: none"> <li>● Ruggedized transit case (military grade)</li> <li>● Two Days Pulse Training</li> </ul>				
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The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government’s data rights set forth in DO #14. The contractor shall also mark applicable deliverables with the DFARS 252.227-7018 Deviation 2020-O0007.

**F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO’s execution of the initial DO, or any modification to the DO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file (**Section F, Deliverable 15**) of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor’s proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

**F.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

a. Text	Microsoft (MS) Word, Google Docs, PDF
b. Spreadsheets	MS Excel, Google Sheets
c. Briefings	MS PowerPoint, Google Slides
d. Drawings	MS Visio, Google Drawings
e. Schedules	MS Project, Smartsheet

All media shall contain contractor name and business address, contract number, date of media preparation and period covered by media.

- Copies of all deliverables shall also be delivered to the designated 1st SFC (A) TPOC. The TPOC name, address, and contact information can be found in Section G.1.1.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.6 PLACE(S) OF DELIVERY**

Unclassified deliverables or correspondence shall be delivered to the FEDSIM CO *or* COR at the following address:

GSA FAS AAS FEDSIM  
ATTN: Charles Perone, COR (QF0B)  
Telephone: (202) 615-4686  
Email: charles.perone@gsa.gov

Copies of all deliverables shall also be delivered to the 1st SFC (A) TPOC. The 1st SFC (A) TPOC name, address, and contact information can be found in Section G.1.1.

### **F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment D from IDIQ Base Contract**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The DO COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a COR in writing through a COR Designation Letter (**Section J, Attachment A**) and in accordance with FEDSIM’s COR Process as of November 20, 2020. The COR will receive, for the Government, all work called for by the DO and will represent the FEDSIM CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the DO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the DO.

#### **G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer:

John Terrell  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (703) 605-2748  
Email: john.terrell@gsa.gov

Contracting Officer’s Representative:

Charles Perone  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 615-4686  
Email: charles.perone@gsa.gov

Technical Point of Contact:

CPT Neil T. Whitehead  
HEADQUARTERS, 1ST SPECIAL FORCES COMMAND (AIRBORNE)  
H-2318 9TH INFANTRY STREET  
FORT BRAGG, NORTH CAROLINA 28310

(b) (6)

### **G.2 INVOICE SUBMISSION**

The contractor shall follow invoicing guidance located in Section G of the IDIQ Base Contract.

### **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and DO TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.905 and GSAM 532.9. The contractor shall provide receipts on an as-requested basis.

## SECTION G – CONTRACT ADMINISTRATION DATA

Each contract type shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following data:

- a) Contract Number.
- b) DO Award Number (NOT the Solicitation Number).
- c) Contractor Invoice Number.
- d) Invoice Date.
- e) Contractor Name.
- f) Contractor Address.
- g) Name and address of the Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- h) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- i) Current period of performance.
- j) Charges by CLIN/SLIN.
- k) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- l) Current Charges.
- m) Cumulative Charges.

The amount of invoice that was subcontracted to a small business shall be made available upon request. The final invoice is desired to be submitted within three months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

### **G.3.1 FIRM-FIXED-PRICE (FFP) CLINs**

The contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the deliverable covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP deliverable
- b. Total Amount Paid (Lump Sum) by CLIN

### **G.3.2 ODCs**

The contractor may invoice monthly on the basis of cost incurred for the ODC CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Each CLIN will be listed separately. Spreadsheet submissions, in MS Excel format, are required.

## SECTION G – CONTRACT ADMINISTRATION DATA

- a. ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date delivery accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include indirect handling rates in accordance with the IDIQ cost proposal.

### **G.3.3 TRAVEL**

Travel guidelines can be found in Section G of the IDIQ Base Contract. Travel reports shall include the cumulative travel costs billed for the Base Contract.

### **G.4 FFP DELIVERY ORDER (DO) CLOSEOUT**

The Government will unilaterally close out the DO no later than 180 days after the end of the DO period of performance and the final invoice has been paid.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this contract is 541715, Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology).

#### **H.1.1 AMERICAN-MADE EQUIPMENT AND PRODUCTS**

In accordance with SBA SBIR/STTR Policy Directive dated 1 October 2020, Congress intends that the Awardee of a Funding Agreement under the SBIR/STTR program should, when purchasing any equipment or a product with funds provided through the Funding Agreement, purchase only American-made equipment and products, to the extent possible, in keeping with the overall purposes of this program. Each SBIR/STTR Agency must provide to each Awardee a notice of this requirement.

### **H.2 PRODUCT SERVICE CODES (PSC)**

The PSC is AC67 Research and Development Electronic and Communications Equipment -- Commercialization.

### **H.3 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND NON-DISCLOSURE REQUIREMENTS**

OCI is an element that must be accounted for with every individual DO placed under this IDIQ to ensure the support to specific DO events or procurements have no issues.

#### **H.3.1 OCI**

- a. If contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (**Section J, Attachment D**). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

### **H.3.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment E) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the DO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of DO #14 or obtained from the Government is only to be used in the performance of the DO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.4 COMMERCIAL SUPPLIER AGREEMENTS**

**H.4.1** The Government understands that commercial software tools that may be purchased in furtherance of this contract may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARs 227.7202-3.

**H.4.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of DO #14. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of DO #14; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

### **H.5 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.6 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7018 Deviation 2020-O0007 apply.

### **H.7 CONTRACTOR IDENTIFICATION**

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **H.8 GOVERNMENT-FURNISHED PROPERTY (GFP)/ GOVERNMENT-FURNISHED INFORMATION (GFI)**

The contractor shall have routine access to Fort Bragg-based, 1st SFC (A) Information Warfare Center located in the 3rd Psychological Operations Battalion (Airborne) (3rd POB (A)) Media Operations Complex (MOC), 4th POG(A), 8th POG(A), 95th Civil Affairs (A), 1st SFG(A), 3rd SFG(A), 5th SFG(A), 7th SFG(A), and 10th SFG(A) in order to accomplish Objectives.

The government will provide access to information in the performance of requirements on an as-needed basis.

### **H.9 SECURITY REQUIREMENTS**

The contractor shall provide security to a level necessary to meet the requirements of the tasks requested. Security will be in accordance with the attached Defense Contract Security Classification Specification Form (DD 254) (**Section J, Attachment G**) and Sensitive Compartmented Information (SCI) addendum (**Section J, Attachment H**). People supporting this task will be cleared at the TOP SECRET level at the start of the task when required. Contractors will require access to SCI in performance of this effort. Contractors will require Common Access Cards (CAC) and security badges to access facilities and systems. Only U.S. citizens shall be used to perform work under this contract.

### **H.10 INFORMATION ASSURANCE**

The contractor may have access to sensitive (including privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

## SECTION I – CONTRACT CLAUSES

### **I.1 DELIVERY ORDER (DO) CLAUSES**

All clauses detailed in the IDIQ Base Contract flow down to the DO level. Refer to the IDIQ award as needed. Any additional or changes to clauses are incorporated below.

#### **I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

##### **FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

##### **FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

## SECTION I – CONTRACT CLAUSES

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled–

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

## SECTION I – CONTRACT CLAUSES

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code

## SECTION I – CONTRACT CLAUSES

(if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

### **FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) *Definition*. As used in this clause—

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

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(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

### **FAR 52.227-20 RIGHTS IN DATA-SBIR PROGRAM (MAY 2014)**

(a) *Definitions*. As used in this clause-

*Computer database* or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

*Computer software*-

(1) Means. (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

*Computer software documentation* means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

*Data* means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

*Form, fit, and function data* means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

## SECTION I – CONTRACT CLAUSES

*Limited rights data* means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

*Restricted computer software* means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

*SBIR data* means data first produced by a Contractor that is a small business concern in performance of a small business innovation research contract issued under the authority of [15 U.S.C. 638](#), which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Contractor or are not already available to the Government.

*SBIR rights* means the rights in SBIR data set forth in the SBIR Rights Notice of paragraph (d) of this clause.

*Technical data* means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See [41 U.S.C. 116](#).)

*Unlimited rights* means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data specifically identified in this contract as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for SBIR data in accordance with paragraph (d) of this clause or for limited rights data or restricted computer software in accordance with paragraph (f) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Protect SBIR rights in SBIR data delivered under this contract in the manner and to the extent provided in paragraph (d) of this clause;

(iii) Substantiate use of, add, or correct SBIR rights or copyright notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

## SECTION I – CONTRACT CLAUSES

(iv) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (f) of this clause.

(c) Copyright- (1) Data first produced in the performance of this contract. (i) Except as otherwise specifically provided in this contract, the Contractor may assert copyright subsisting in any data first produced in the performance of this contract.

(ii) When asserting copyright, the Contractor shall affix the applicable copyright notice of [17 U.S.C. 401 or 402](#) and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data that are not first produced in the performance of this contract unless the Contractor (i) identifies such data and (ii) grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(3) *Removal of copyright notices.* The Government will not remove any copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Rights to SBIR data. (1) The Contractor is authorized to affix the following “SBIR Rights Notice” to SBIR data delivered under this contract and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice: SBIR Rights Notice (Dec 2007) These SBIR data are furnished with SBIR rights under Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). For a period of 4 years, unless extended in accordance with FAR [27.409](#)(h), after acceptance of all items to be delivered under this contract, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part. (End of notice)

(2) The Government’s sole obligation with respect to any SBIR data shall be as set forth in this paragraph (d).

(e) Omitted or incorrect markings. (1) Data delivered to the Government without any notice authorized by paragraph (d) of this clause shall be deemed to have been furnished with unlimited rights. The Government assumes no liability for the disclosure, use, or reproduction of such data.

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(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If the data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense, if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(f) *Protection of limited rights data and restricted computer software.* The Contractor may withhold from delivery qualifying limited rights data and restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall identify the data being withheld, and furnish form, fit, and function data instead.

(g) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and not proceed with the subcontract award without further authorization in writing from the Contracting Officer.

(h) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

### **I.1.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE**

DO #14 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016

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252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7004	Drug Free Workplace	SEP 1988
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovation Research (SBIR) Program. (DEVIATION 2020-O0007) Alt 1	MAR 2020
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data—Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016

### **I.1.3 DFARS CLAUSES INCORPORATED BY FULL TEXT**

#### **DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)**

(a) *Definition.* As used in this clause—

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

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(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

### **DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)**

(a) *Definitions*. As used in this clause—

“Authorizing official,” as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Government data” means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor’s business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements.* The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant contract,” in response to provision [252.239-7009](#), Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at [http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx), unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with DFARS [239.7602-2\(a\)](#).

(c) *Limitations on access to, and use and disclosure of Government data and Government-related data.*

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

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(d) *Cloud computing services cyber incident reporting.* The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via <http://dibnet.dod.mil/>.

(e) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(g) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(h) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

(i) *Records management and facility access.*

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third party access requests.* The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage.* Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

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(1) *Subcontracts*. The Contractor shall include this clause, including this paragraph (1), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

**J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically to DO #14.

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Appointment Letter
B	Price Workbook
C	SF-33
D	Organizational Conflict of Interest (OCI) Statement
E	Corporate Non-Disclosure Agreement (NDA)
F	Deliverable Acceptance-Rejection Template
G	DD 254
H	DD 254 - SCI Addendum